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APN: 2-07-2-09-03-0

SUBORDINATION AGREEMENT

Prepared by:
SANDEE KIM
LSI
2550 N REDHILL AVE
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~~RECORDING REQUESTED BY~~
 Fidelity National Lenders Solution
 2550 North Redhill Ave.
 Santa Ana, CA 92705

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APN #2-07-2-09-03-0 SUBORDINATION AGREEMENT

New Loan #: 0045089471

This Subordination Agreement is dated for reference 08/13/2004 and is between

BANCORPSOUTH BANK

whose

principal address is 820 South Street, VICKSBURG, MS 39180

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK, N.A.

Senior Lender's

Address : P.O. BOX 5137 DES MOINES, IA - 50306-5137

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 07/30/2001

Borrower(s) Name(s) ("Borrowers") : STEVEN P. BEENE AND LISA BEENE

Property Address : 4075 CHALICE DRIVE SOUTHAVEN, MS 386710000

Legal Description of real property secured by Security Instrument ("Property") :

Recording Date 08/13/2001 County : DE SOTO Amount : \$30,000.00

Recording Number : _____ Book : 1367 Page : 0540

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 264453.00 Date : 7/31/04
 (the "New Senior Security Instrument"). recorded 8/9/04 Bk 2046
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New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

NEW SENIOR LENDER WELLS FARGO BANK, N.A.

JUNIOR LENDER : BANCORPSOUTH BANK

BY :

MICHAEL P. CAMP PRESIDENT

BY :

M.P. PRESIDENT

STATE OF Mississippi

COUNTY OF DeSoto

On August 27, 2004 before

Me, A Notary Public

Personally Appeared Michael P. Camp

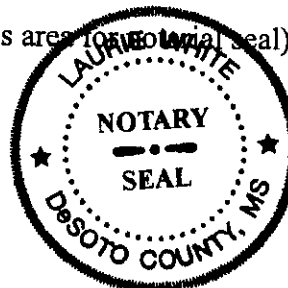
Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laurie White Signature of Notary Public
Laurie White

(This area for notarial seal)

MY COMMISSION EXPIRES:
FEBRUARY 23, 2007



Order ID: 907005

Loan No. 0045089471

EXHIBIT A
LEGAL DESCRIPTION

THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 137, SECTION C, DICKENS PLACE, SITUATED IN SECTIONS 9 & 16, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 66, PAGE 16-20, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

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